



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: PD-6

August 31, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AVENUE M AT 20TH STREET WEST  
CITY OF LANCASTER-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to install traffic signals, widen the roadway, resurface and reconstruct the pavement, and install a box culvert at the intersection of Avenue M at 20th Street West, which is jurisdictionally shared with the City of Lancaster, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Mayor of the Board to sign the cooperative Agreement with the City for the project. The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to each finance 50 percent of the cost of traffic signals and their respective jurisdictional shares of the cost of signing and striping for the traffic signals. The Agreement also provides for the City and County to finance their respective jurisdictional shares of the roadway and drainage improvements. The total project cost is currently estimated to be \$982,000 with the City's share being \$462,000 and the County's share being \$520,000.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Lancaster and the County propose to install traffic signals, widen the roadway, resurface and reconstruct the pavement, and install a box culvert at the intersection of Avenue M at 20th Street West, which is jurisdictionally shared with the City of Lancaster.

Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project. Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. By installing a traffic signal and improving the subject roadway, residents of the City and the unincorporated areas who travel on this street will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$982,000 with the City of Lancaster's share being \$462,000 and the County's share being \$520,000. Funding for this project is included in the Fiscal Year 2006-07 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement, which has been approved by County Counsel, provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to each finance 50 percent of the cost of traffic signals and their respective jurisdictional shares of the cost of signing and striping for the traffic signals. The Agreement also provides for the City and County to finance their respective jurisdictional shares of the cost of the roadway and drainage improvements.

The Honorable Board of Supervisors  
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## **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301 (c) and Section 15303 (d), of the California Environmental Quality Act Guidelines and Class 1 (e) and Class 1 (x), 2, 5, 14, 22, and 23 of the County Environmental Guidelines.

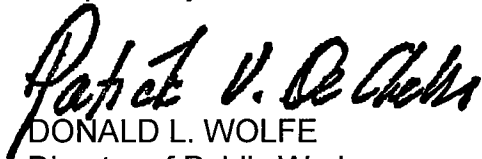
## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Avenue M and 20th Street West are on the County Highway Plan, and the proposed improvements are needed and of general County interest.

## **CONCLUSION**

Enclosed are two copies of the Agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked CITY CLERK ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

  
DONALD L. WOLFE  
Director of Public Works

RY:sc

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Enc.

cc: Chief Administrative Office  
County Counsel

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, Avenue M is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to install traffic signals at the intersection of Avenue M at 20th Street West, which work is hereinafter referred to as TRAFFIC SIGNALS; and install signing, striping and pavement markings at the aforementioned intersection, which work is hereinafter referred to as SIGNING AND STRIPING; and construct roadway improvements consisting of widening, pavement resurfacing and reconstruction and installation of reinforced concrete box culvert, which work is hereinafter referred to as ROADWAY IMPROVEMENTS; and

WHEREAS, TRAFFIC SIGNALS, SIGNING AND STRIPING, and ROADWAY IMPROVEMENTS together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey and contract administration for PROJECT; and

WHEREAS, COST OF TRAFFIC SIGNALS (as defined below) combined with COST OF SIGNING AND STRIPING (as defined below) and COST OF ROADWAY IMPROVEMENTS (as defined below) is hereinafter referred to as COST OF PROJECT; and

WHEREAS, CITY and COUNTY are each willing to finance fifty percent (50%) of the COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of COST OF SIGNING AND STRIPING and of COST OF ROADWAY IMPROVEMENTS as described below in paragraph 4(b); and

WHEREAS, COST OF PROJECT is currently estimated to be Nine Hundred Eighty-Two Thousand and 00/100 Dollars (\$982,000.00), with CITY'S share currently estimated to be Four Hundred Sixty-Two Thousand and 00/100 Dollars (\$462,000.00) and COUNTY'S share currently estimated to be Five Hundred Twenty Thousand and 00/100 Dollars (\$520,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. COST OF TRAFFIC SIGNALS, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, and traffic detour work performed by COUNTY forces and all other work necessary to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. COST OF SIGNING AND STRIPING, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, final striping and marking, and all other work necessary to construct SIGNING AND STRIPING in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. COST OF ROADWAY IMPROVEMENTS, as referred to in this AGREEMENT, shall consist of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, required materials, construction survey, utility relocation, traffic detour, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- e. COST OF PROJECT, as referred to in this AGREEMENT, shall be equal to the sum of COST OF TRAFFIC SIGNALS, COST OF SIGNING AND STRIPING, and COST OF ROADWAY IMPROVEMENTS.
- f. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right of way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- g. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance fifty percent (50%) of the COST OF TRAFFIC SIGNALS and to finance CITY'S share of COST OF SIGNING AND STRIPING and ROADWAY IMPROVEMENTS, the amounts of which are to be determined by a final accounting pursuant to paragraph (4) b., below.
- b. To deposit with COUNTY, following the opening of construction bids for PROJECT and upon demand by COUNTY, sufficient CITY funds to finance fifty percent (50%) of COST OF TRAFFIC SIGNALS and CITY'S share of COST OF SIGNING AND STRIPING and of COST OF ROADWAY IMPROVEMENTS, currently estimated to be Four Hundred Sixty-Two Thousand and 00/100 Dollars (\$462,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To obtain if necessary, and grant COUNTY any temporary right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.
- d. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.

- e. Upon receipt of application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way and to construct those facilities that are to be maintained by CITY.
- f. Where legally possible and upon the request by COUNTY, to grant, transfer, or assign all prior rights over utility companies to COUNTY when necessary to construct and complete PROJECT. Once installed, COUNTY shall not be held responsible for the expense of relocation, alteration, and modification of PROJECT necessitated by future street improvements, realignments, alterations, or reconstruction.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all ROADWAY IMPROVEMENTS constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance fifty percent (50%) of COST OF TRAFFIC SIGNALS, the COUNTY'S share of COST OF SIGNING AND STRIPING and of COST OF ROADWAY IMPROVEMENTS, the amounts of which are to be determined by a final accounting pursuant to paragraph (4) b., below.
- c. Before advertising for construction bids, to apply for and obtain from CITY'S Department of Public Works all necessary permits authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way, and to construct facilities that are to be maintained by CITY.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To ensure that CITY, and all officers and employees of CITY, are named as additional insured parties under the construction contractor's(s') Contractor General Liability and automobile insurance policies.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual contract quantities.

- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all ROADWAY IMPROVEMENTS constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all traffic signal improvements constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 40800 between the COUNTY and CITY.
- b. The final accounting of the actual total COST OF PROJECT shall allocate the COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
- c. That if CITY'S share of COST OF PROJECT, based upon the final accounting, exceeds CITY'S payment, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY after completion of PROJECT.
- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.



- e. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect construction of PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final and COUNTY inspector shall be responsible for proper inspection of PROJECT, as needed.
- f. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:  
  
CITY: Mr. Randy Williams  
Director of Public Works  
City of Lancaster  
44933 North Fern Avenue  
Lancaster, CA 93534-2461  
  
COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460
- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LANCASTER on AUGUST 8, 2006, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By Robert G. Fortner, Jr.  
Deputy

CITY OF LANCASTER

By [Signature]  
Mayor

ATTEST:

By George K. Breyer  
City Clerk

By [Signature]  
City Attorney